



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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### Notice to Prospective Bidders

December 19, 2018

You are invited to review and respond to this modified Invitation for Bids (IFB), entitled “Fire Debris Removal and Recovery Services for the Camp Fire in Butte County” DRR18088. In submitting your bid, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Michael VanBaaren  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: 916.341.6303  
Fax: 916.319.7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Michael VanBaaren  
Contract Administrator

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## **Section 1      Overview**

### **General Information**

The Department of Resources Recycling and Recovery (CalRecycle) has been tasked by the California Department of Emergency Services (Cal OES) to manage coordinated debris removal projects in Butte County to remove fire debris material from parcels where structures were destroyed by the Camp Fire. CalRecycle intends to perform this work in an expedited manner in full compliance with Butte County, Cal OES and, potentially, Federal Emergency Management Agency (FEMA) project requirements as outlined in this Invitation for Bids (IFB), while protecting public health and safety and the environment. To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages local and California-based contractors to bid on this IFB.

**Please note that CalRecycle is soliciting this Agreement under the authority of the Governor's Proclamation of a State of Emergency (11-8-18) and many sections and requirements differ from typical IFB documents. Please Note: Time periods are substantially shorter than typical IFBs in order to respond appropriately in the current emergency situation.**

### **CalRecycle Contact Information**

Department of Resources Recycling and Recovery

Physical Address:    1001 I Street,  
                              Sacramento, CA 95814  
                              CalRecycle Contracts Unit, MS-19A  
Mailing Address:    PO Box 4025  
                              Sacramento, CA 95812-4025  
                              Attn: Contracts Unit, MS-19A

Phone: (916) 341-6303  
FAX:    (916) 319-7345  
EMAIL: [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

Any documents delivered in person must be received in the Visitor's and Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814, by 2:00 p.m. on January 18, 2019.

### **Service Needed**

The Camp Fire has impacted Butte County. To date, it is estimated that over 14,700 parcels contained structures destroyed or damaged by the wildfire. These structures are on mostly private property that either require individual property owners to sign a Right of Entry form or will go through an abatement process for CalRecycle and its Contractors to perform this work. CalRecycle anticipates awarding three (3) separate Agreements to include approximately 14,000 residential and 700 commercial parcels that will cost a total of approximately \$1,700,000,000 (1 billion, seven hundred million dollars) to clean up. CalRecycle anticipates awarding two (2)

Agreements to perform work within the city limits of the Town of Paradise. Each Agreement will be for approximately 6,350 parcels and an estimated cost of \$750,000,000 each. A third Agreement to perform work outside the Town of Paradise will be for approximately 2,000 parcels and an estimated cost of \$200,000,000.

This is a very large project that will involve three (3) separate contractors. Contractors will be working in areas near other State Contractors and in close proximity to numerous other parties (such as utility companies and private party debris removal contractors).

Although commercial properties may be more complex and may contain materials not normally found in residential structures, CalRecycle intends to use the Bid Schedule unit rates to the maximum degree possible and the quantities in the Bid Schedule do include estimates for commercial properties. As these sites have not yet been assessed, CalRecycle will place a high priority on assessing these sites along with the Contractor to identify site issues on the more complex commercial sites. Change Orders may be issued for sites with unique operations requirements or materials handling and disposal requirements beyond those found in a typical residential structure.

Receiving facilities are still being identified and CalRecycle shall direct contractors to use designated facilities. Even though the Contractor may be engaged in making arrangements for using facilities and even temporary facilities, and providing recommendations on facilities to CalRecycle, CalRecycle will ultimately be directing the use of facilities for Contractors to use on these projects. At this time, there is the potential for a federally managed transfer, processing, and rail loading facility being developed and solicited by CalRecycle's federal partners. The Contractors hired under this solicitation may be directed to use and coordinate with that facility as it becomes available.

Project work shall commence no later than January 30, 2019. Debris removal work will be authorized Monday through Saturday from the hours of 0700 to 1800 or as directed by the Incident Management Team (IMT). Every fifth Saturday will be a non-working day and considered a safety stand-down day. CalRecycle requires each Contractor to mobilize a minimum of two (2) asbestos abatement crews and one (1) chimney tipping crew within 48 hours of receiving a Notice to Proceed and initial Work Order and 15 debris removal crews to the project site within five (5) days of receiving the Notice to Proceed and initial Work Order. The Contractors working in the Town of Paradise must have the ability to increase by up to 135 debris removal crews (if necessary) for a potential total of 150 debris removal crews within 21 calendar days. The Contractor working outside the Town of Paradise must have the ability to increase by up to 35 debris removal crews (if necessary) for a potential total of 50 debris removal crews within 21 calendar days. All additional crews will be authorized by the IMT and crews will be reduced only at the direction of the IMT. The Contractors are advised that the asbestos site abatement task as described in the Debris Removal Operations Plan (DROP) is the first order of business in this Agreement and that for many sites, the remainder of the debris removal tasks cannot take place at a given property until after this task is completed.

If a Contractor fails to provide the minimum number of crews at the project site as noted below, CalRecycle reserves the right to immediately terminate the Agreement with that Contractor and contract with the next lowest bidder. CalRecycle reserves the right to enter into agreements with more than one Contractor per designated area, while transitioning from one contractor to the next. CalRecycle also reserves the right to reduce the number of lots assigned to a Contractor if that Contractor fails to provide debris removal crews as required, instead assigning those lots to another existing Contractor or a new Contractor. CalRecycle also reserves the right to impose liquidated damages, per Clause 19 of Exhibit D, if a Contractor fails to provide debris removal crews as required. In the event that CalRecycle terminates an Agreement for cause, per Clause 7 of Exhibit C, CalRecycle reserves the right to contract with the next lowest bidder.

Two (2)	Asbestos abatement crews	Within 48 hours of NTP
One (1)	Chimney tipping crew	Within 48 hours of NTP
15	Debris removal crews	Within five (5) days
135 additional, 150 total	Debris removal crews (inside the town of Paradise)	Within 21 days
35 additional, 50 total	Debris removal crews (outside the town of Paradise)	Within 21 days

### **Contract Budget**

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$750,000,000 for each Agreement within the Town of Paradise and \$200,000,000 for the Agreement outside of the Town of Paradise. CalRecycle anticipates estimated budget amounts could increase. If the budget is increased, CalRecycle will amend the Agreement to increase the budget as funds become available. CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

### **Payment Withhold**

The provisions for payment under this Agreement will be subject to a ten percent (10%) withholding per separate and distinct task. Any funds withheld with regard to a particular task may be released upon completion of that task to the satisfaction of CalRecycle. For debris removal, the individual lots constitute separate and distinct tasks, and completion constitutes the lots being cleared and taken through the installation of erosion control measures per the DROP, and acceptance as complete by CalRecycle, and the complete cost reporting to allocate Contractor costs to that lot. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

### **Cash Flow**

Based on CalRecycle's past experience on projects of this magnitude, Bidders should expect that the creation, organization, and backup for invoices for this Agreement will be complex and will involve CalRecycle and its Consultant (working under a separate contract). Early coordination and the placement of contractor invoice resources in the field is vital to promoting timely payment. Incomplete or incorrect invoices can result in delays in payment, with some invoicing on past projects having delays between the performance of work and the Contractor actually receiving payment, sometimes exceeding 120 days from when work was performed. Bidders should carefully consider the impact of this potential delay on their cash flow and plan their bids

accordingly, and plan on adequate administrative resources in the field to assist in limiting these delays.

**Contract Term**

The term of this Agreement will span approximately 12 months and is expected to begin no later than January 30, 2019. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

**Process Type**

Modified Invitation for Bid (IFB).

**Process Schedule**

This process will be conducted according to the following tentative schedule where all times are Pacific Time:

Advertisement Date	December 19, 2018
Optional Webinar on Site Assessment at 10:00am	December 21, 2018
Required Pre-Bid Meeting at 11:00am in Butte County	January 3, 2019
Written Questions Due by 11:00am	January 8, 2019
Submittals Due by 2:00pm	January 22, 2019
Bid Opening at 2:15pm	January 22, 2019

**Preliminary Site Assessment Information**

CalRecycle has a preliminary assessment of parcels in a Geographical Information System (GIS) database format to assist potential Bidders in evaluating this project during the bid period. The preliminary assessment includes information on individual parcels, including estimated tonnages, links to site photos, and estimated road travel time for many of the project site's primary roads. The preliminary assessment is accessible through the following link:

<https://arcadis.maps.arcgis.com/apps/MinimalGallery/index.html?appid=988d0ad9e0ba45198a745b6cf4cdbb83>

**Preliminary Site Assessment Orientation Webinar**

CalRecycle will be conducting a webinar to provide an orientation on the GIS database during which Bidders will be allowed to ask questions. The webinar will be conducted at 10:00 am on December 21, 2018, recorded, and the transcript made available through the GIS link below within one (1) to two (2) working days. The webinar address and login information is provided below.

Please join the meeting from your computer, tablet, or smartphone by following the link below:

<https://global.gotomeeting.com/join/739772245>

Dial (United States): +1 (571) 317-3122

- One-touch: tel:+15713173122

Access Code: 739-772-245

**Required Pre-Bid Meeting**

The required pre-bid meeting will be held at the following address:

**TBD**

This meeting will allow potential Bidders an opportunity to discuss the debris removal operations with CalRecycle's staff. In our experience, CalRecycle manages these disaster recovery operations in a more complex manner than most disaster recovery operations and there are numerous questions at the pre-bid meeting on the logistics of the project, the method by which CalRecycle requires these parcels to be cleared, and the Contract and Bid Schedule that CalRecycle employs to manage this work.

## **Section II Rules and Conditions**

### **Introduction**

There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

### **Commitment**

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents;
- Special Terms and Conditions, which are included in the sample Agreement attached;
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>;
- STANDARD SPECIFICATIONS State Of California Department Of Transportation – 2015, Published By Department Of Transportation, Division 1- General Conditions (ONLY) with modifications as shown in Attachment I.

The above terms, conditions, and/or requirements are not subject to negotiation. Any Bidder that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Bidders and benefit or enhance the Contract.

If the Bidder fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this IFB.

### **Antitrust Claims**

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the

public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

### **Contractor's Cost**

All costs resulting from the Contractor's participation in the IFB process are at the firm's expense. No costs incurred by the Contractor participating in the IFB process will be reimbursed by CalRecycle.

### **Information**

All materials submitted in response to this IFB will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code sections 6250 et seq.). CalRecycle will disregard any language purporting to render all or portions of any bid package confidential.

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Bidder prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information from the public, obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Bidder, to the extent allowable by the California Public Records Act and the Public Contract Code. See the Access to Records Clause, Clause G of Exhibit G, for how information will be shared with government entities.

### **Written Questions**

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than **11:00 a.m., January 8, 2019**, regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way excuse the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked “**Questions Relating to SOLICITATION DRR18088**”.

The questions and answers will be published in an Addendum to the IFB (see below, Addenda).

### **Addenda**

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at <http://www.calrecycle.ca.gov/contracts>.

### **Modification of Submittals**

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn for modification after the submittal deadline has passed.

### **Errors in Submittals**

An error in a Bid package may be cause for rejection of that Bid.

CalRecycle may make certain corrections, if the Bidder’s intent is clearly established based on review of the complete Bid.

### **Unreliable List**

Any Contractor or subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this contract.

### **Governance**

If any provisions of the Agreement resulting from this IFB are found to be unlawful or unenforceable, such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

All proceedings concerning the validity and operation of this IFB or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to sign an Agreement with the State of California. **This statement may be included in the cover letter of the IFB Bid package.**

### **Suspension and Debarment**

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CalRecycle. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California or CalRecycle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Electronic Waste Recycling**

If the Contractor or any Subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

### **Use Tax**

If, during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

### **Small Business (SB) Preference**

The following information shall apply to both SBs and MBs.

Any Bidder competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use Attachment B to report this information.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

For award based on low price, the preference is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage of SB participation. The SB preference will also be applied when a responsible bidder that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid.

The computation is for evaluation purposes only. Application of the preference shall not displace an award to a small business with a non-SB claiming 25% CA certified SB subcontractor participation.

A copy of the Bidder's SB certification should be included with the Bid Package.

If the Bidder makes a commitment to achieve small business participation, then the Bidder, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the

actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment C to fulfill this requirement.

**Disabled Veterans Business Enterprise (DVBE) Incentive**

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE, will receive an incentive as shown below:

1. Five percent (5%) and above participation level = bid will receive five percent (5%) incentive.
2. Four percent (4%) participation level = bid will receive two percent (2%) incentive.
3. Three percent (3%) participation level = bid will receive one percent (1%) incentive.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Up to a five percent (1-5%) bid incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use Attachment B (Bidder Declaration) to report this information.

Bidders claiming an incentive must commit to subcontract at least three percent (3%) of the net bid price with one or more California certified DVBEs. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's DVBE certification should be included with the Bid Package. For information on locating DVBE resources please go to the following website <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

If awarded, the Bidder who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment C to fulfill this requirement.

### **Maximum Combined Preferences and Rules for Award**

In combination with any other preferences (SB or DVBE, participation), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

### **Subcontractors**

All Subcontractors identified in the Bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

### **Subcontracting with Local Businesses:**

- (a) To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages the Contractor to use local businesses to the extent practicable and economically feasible in the performance of this Agreement. If the Contractor is unable to secure sufficient local businesses, it is encouraged to utilize California-based businesses.
- (b) For the purposes of this section local business means a business which has its headquarters within Butte County.
- (c) During the performance of this Agreement the contractor agrees, if subcontractors are to be let, to take the following steps to promote the use of local businesses:
  - 1. Place qualified local businesses on solicitation lists.
  - 2. Assure local businesses are solicited whenever they are potential resources.

3. Dividing total requirements and/or establishing delivery schedules whenever economically feasible into smaller tasks or quantities to permit participation by local businesses.

If awarded the Agreement, the Contractor **must** use all of the SB/MB and Disabled Veteran Business Enterprise firms identified on the Bidder Declaration form (Attachment B) and include this information at the completion of the project.

Contractor understands and agrees that should award of this Contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE Subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE Subcontractor(s) identified in the proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of Subcontractors, as long as, certified business participation levels remain unchanged.

### **Section III Bid Submittal Requirements**

#### **Introduction**

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

CalRecycle may reject any Bid if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Bid, if deemed in the best interest of CalRecycle. Waiver of an immaterial deviation shall in no way modify the IFB requirements or excuse the Contractor from full compliance with the Agreement requirements.

#### **Deadline**

The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by **2:00 p.m., on January 22, 2019.**

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

#### **Addressing**

The Bid package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

#### **Number of Copies**

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original" (do not include bid sheet in this copy)
- One electronic copy on compact disc or USB flash drive viewable by Adobe Acrobat Reader. (do not include bid sheet in this copy)
- One complete, signed cost bid sheet (Attachment A) in a separate sealed envelope marked "**Bid – Do Not Open**".

It is the submitting Bidder's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

#### **Document Printing**

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

#### **Cover Letter**

The cover letter shall be signed by an individual who is authorized to bind the Bidder and shall indicate that person's title or position. The cover letter must be on the Bidder's company letterhead and contain the following information:

- a. Name and address of the Bidder submitting qualifications;
- b. Bidder's Headquarters for purposes of this Agreement, if awarded;

- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Bidder;
- e. Statement that personnel who will provide services under the agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the IFB package;
- g. List of Contractor's and any Subcontractor(s') business names, identification of certified SB status, if applicable, and corresponding OSDS Reference number(s) issued to the certified SB by DGS;
- h. Statement verifying that neither the Contractor, its principals, nor its affiliates are excluded or disqualified (per the Suspension and Debarment clause of Exhibit G).
- i. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286;
- j. Statement that the Contractor certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103;
- k. Statement of acknowledgement that the Bidder received any Addenda issued.

### **Qualifications and Resources**

The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project. Bidders shall provide all information required below. Failure to provide any information below may cause the bid to be considered non-responsive and the submittal may be rejected.

- a. Organization: Provide a brief description of the organization's services and activities, including:
  - Date of establishment
  - History
  - Location
  - Any known conflicts of interest
- b. References: The Bidder shall provide references for a minimum of three (3) verifiable post-disaster residential debris removal projects, performed as a prime or sub-contractor, with environmental cleanup project references and/or experience that support the above qualifications. At least one of the three projects must consist of wildfire debris removal specifically. Each of these three references shall support experience for the types of work identified in Section V, Work to be Performed, completed within the last 5 years, and be of a minimum contract amount of \$15,000,000. Post-disaster residential debris removal projects performed by the Bidder or listed, committed subcontractors shall be considered for purposes of meeting the minimum of three references. CalRecycle reserves the right to contact these references as well as seek references in addition to the client references provided by the Bidder, as it deems necessary. Contractors shall provide the name and

**current phone number** of references that can confirm accuracy of experience and qualifications listed in the Proposal. References who are employees of the company submitting the Proposal or employees of firms legally associated with the Contractor submitting the Proposal will not be considered as valid references. Experience or qualifications that cannot be confirmed by CalRecycle staff (e.g., inappropriate contact person or incorrect telephone number) may be disregarded. Because of the extremely short evaluation period, CalRecycle reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled.

Contractors and subcontractors do not specifically need California fire debris removal experience. If liquidated damages were applied to the referenced projects the Bidder must explain the circumstance. Use Attachment F to fulfill this requirement.

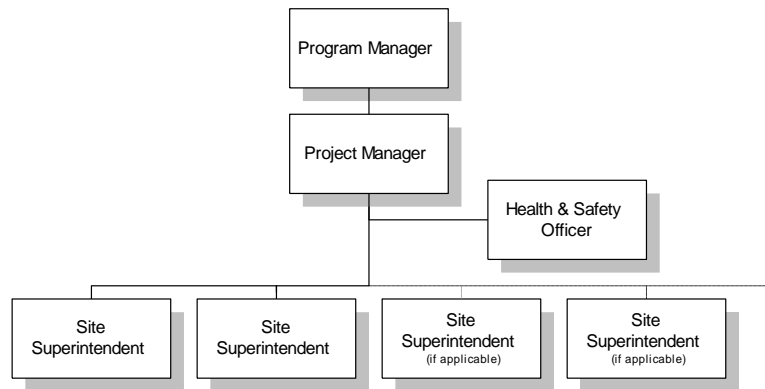
- c. Organizational Chart / Personnel Information: Contractors shall provide an organizational chart indicating the Project Manager and other staff designations as required by the IFB. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Specific staff shall be identified for the following tasks, at a minimum:

- 1) Project Manager
- 2) Project Superintendents
- 3) Health and Safety Officer
- 4) Cost Estimators
- 5) List of Subcontracts and their Roles

A résumé for each of these key personnel shall be submitted as part of the Bid. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé. The organizational chart shall indicate other primary employees of the Contractor and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Contractor or is a subcontractor. Each resume shall include, at a minimum, the following:

- 1) Current position in the firm.
- 2) Experience for at least the last 5 years.
- 3) Major projects and accomplishments.
- 4) Education and special training.
- 5) Professional Registrations, include certification number(s); and
- 6) Professional affiliations.

Example Organization Chart



- d. Contractor Project Resources and Ability to Perform: Contractors shall describe adequate available resources available. Additionally, provide Information that demonstrates the Contractors' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Contractors' capabilities to perform work identified in Section V.
- e. Partners/Subcontractors: Each Agreement will be awarded to only one (1) prime Contractor. However, CalRecycle recognizes that the scope and variety of work may require resources beyond the capabilities of a single firm. All other firms whose resources are committed in bid documents will be treated as subcontractors under the Agreement, whether presented as team members, partners, subcontractors, or any other term. The experience of those subcontractors, in addition to the experience of the prime Contractor, shall be indicated on the appropriate forms in the bid package. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.  
Any additional information that demonstrates the abilities of a proposed Subcontractor shall be included. Subcontractor personnel who are listed in the bid package shall be clearly identified as employees of their respective subcontractor.

**Contractor Eligibility**

The Bidder shall include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1.

Additionally, the Bidder shall include a written declaration, stating that none of the Contractors, its principals, or its affiliates are excluded or disqualified (per the Suspension and Debarment clause above).

These statements may be included in the cover letter.

**Qualification/Licenses**

Each Bidder shall provide a Bid Bond for the project. The amount of the Bid Bond will be ten percent (10%) of the Bidder's Bid (10% of the Bidder's higher Bid if the Bidder submits both

Cost Bid Sheets). The bid bond documentation shall be included in the **sealed** envelope containing the Bidder's cost.

**Bonding Information**

The Contractor's actual submitted Cost Bid Schedule Total amount will be used for bid bond purposes. Contractors electing to submit both Cost Bid Schedules shall use the higher Total amount for bid bond purposes. Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this IFB and the resulting Agreement to the extent of a minimum of twenty-five percent (25%) of the total Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to CalRecycle's Contract Manager. This bond must guarantee Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet submittal requirements of this IFB.

**Illness and Injury Prevention Program (IIPP) and/ Health and Safety Plan (HSP)**

The Bidder shall have a current company IIPP that meets the requirements of Title 29, Code of Federal Regulations (29 CFR), Section 1910.120(b) and Title 8, California Code of Regulations (8 CCR), Section 5192(b) or a sample of a recently prepared HSP environmental remediation/cleanup project representative of the types of projects envisioned to be conducted included in Section V. This must be submitted along with your bid. The IIPP shall apply to all employees involved in the Agreement. The HSP should include employees anticipated to be utilized under the Agreement. Each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above.

The Bidder shall at all times be responsible for the protection of its employees and the public. Review of the Bidder's IIPP and/or the recently prepared representative HSP by CalRecycle Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be at the site whenever work is being performed, unless otherwise authorized by CalRecycle Staff. Type of personnel protective equipment for personnel in the exclusion zone will be directed in DROP. Debris, ash, and contaminated soil work will require respirator protection (Level C).

Prior to site entry, the Contractor shall ensure that:

- A. Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including a HSP signed by an appropriate safety professional and reviewed by CalRecycle), and operating procedures review have been completed;
- B. All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
- C. Equipment and materials are on-hand to safely and efficiently complete the work;
- D. Proper site access authorization has been obtained;
- E. Proposed project employees have read and signed the HSP; and

- F. The site has been wetted down for at least 24 hours prior to debris removal activities. Wetting for up to 48 hours prior to debris removal activities may be required based on site conditions.

### **Cost Tracking**

Bid items also include the effort to break down costs by unit and provide the invoicing and accounting of all costs broken down into one of two categories: Costs for an **individual lot** and cost attributable to the overall project, called **community costs**. Invoices are required to have costs attributable to either individual lots or community costs, or they may be subject to rejection. CalRecycle will assist the Contractor in providing access to project documentation generated by CalRecycle staff and its consultant in managing and tracking the project.

### **Bid Schedule**

A bidder may submit a bid for either the Town of Paradise, a bid for Outside of Paradise, or both. A bidder who is deemed to be a responsive, responsible bidder with the lowest costs may only receive one award.

All Bid Schedule items include the following:

**Labor/Equipment/Miscellaneous Supplies and Services:** All labor, equipment, equipment maintenance and tires, fuel, materials, tools, supplies, health and safety equipment, health and safety compliance monitoring personnel and equipment, appropriate clothing, training, attendance of key Contractor personnel at Monday, Wednesday, and Thursday planning and tactical meetings, attendance of all staff and crew at the weekly general safety meeting on Tuesday at 0630 (Location in Butte County to be determined), per diem for meals and incidentals, travel, insurance, wages, overtime wages, benefits, union dues, supplemental union agreements, subcontractors, phones, radios, computers, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead, and any other items that could be reasonably anticipated to complete the work described in the bid item, bid documents, and the DROP.

**Base Camps:** The Contractor is required to set up and maintain their own housing Base Camp area for their personnel and Subcontractors. Thousands of residents have been displaced and hotels in the surrounding areas are at maximum capacity. To ensure no disaster survivors are further displaced as a result of crews staying in local hotels, CalRecycle is requiring all Contractors working on the cleanup efforts to set up their own housing Base Camp. The Base Camp should include sleeping quarters, sanitation facilities, etc. Work shall be performed at the DROC and any other sub logistical site identified during the project. Under this Contract, lodging is NOT to be included in the unit rates and the Contractor shall propose Base Camp housing arrangements as soon as possible after the Notice to Proceed. The Contractor will work with CalRecycle to determine fair and reasonable compensation for the Base Camp, which will be addressed by Change Order.

**Dust Control:** Dust control is of the utmost importance on this project. Adequate dust control is required on all properties within the project scope until all burn ash and debris, concrete, and contaminated soil materials are removed. This includes properties where the Contractor is actively working and properties awaiting remediation. Dust control is considered an overall

requirement of the project and the costs are to be included in the unit costs of the contract. Water shall be available on-site for dust control at all times during debris removal activities.

All costs under this Contract will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by CalRecycle's Debris Monitoring Contractor, working under a separate contract). Tonnages, distances, and other unit quantities will be verified by CalRecycle's Assessment and Monitoring Contractor before payment is issued.

All tonnages in the bid schedule and in this Contract represent standard tons (2,000 lbs.) measured by weight.

There will be wide variations in quantities of the separate materials generated from each property on this project. Considerations for unit costs adjustments to the Bid Schedule will use the overall project quantities, and not quantities from individual properties.

### **OVERALL PROJECT COSTS:**

Project cost will be broken down into community costs and individual lot costs.

**Item 1 – Community Dust Control:** This bid item includes providing up to a 5000-gallon water truck and driver for use throughout the project area as directed and approved by the IMT. There may be many dirt roads throughout the area impacted by the Camp Fire and water tenders may be assigned to control dust on dirt roads, pre-water lots, and to work with street sweepers and lot water tenders/buffalos. The bid unit is per truck per day for a 10-hour working day and includes water, fuel, hoses and fittings, and all items necessary to apply dust control water using truck mounted spray and manually applied dust control water as needed. This bid item unit rate includes water truck mobilization and demobilization. The cost of water, permit fees, and connection/meter fees charged by the water purveyor will be invoiced separately and paid at cost. This is a community cost for dust control to the overall project. The transportation of water for dust control or on-site dust control on individual lots is not covered by this line item.

**Item 2 – Mobilization / Demobilization to Job:** This bid item includes the costs of mobilizing one debris removal crew to the project site including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalo, asbestos abatement crews, a chimney tipping crew, and support crews for the overall project such as traffic control crews, tree removal crews, etc., for the duration of the project. CalRecycle anticipates 15 to either 50 or 150 crews for this project, and a debris removal crew is defined as two operators and two labor personnel. One-half of this bid item will be paid as a crew is mobilized and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the project – mobilization and demobilization for days of no work are described in Item 7- Non-Working Days. This is a community cost.

**Item 3 – Community Street Sweeping:** This bid item includes a PM10-efficient street sweeper and operator required for the overall project. Street sweepers will be used throughout the project area. The focal areas will include public and private streets next to individual lots, schools, hospitals, and other areas as directed and approved by the IMT. For purposes of this contract we

will assume the need for a minimum of two (2) street sweepers will be necessary at the start of the project. Up to eight (8) may be authorized for the project. The bid unit is per truck per day for a 10-hour work day and includes street sweeper mobilization and demobilization. A PM10-efficient street sweeper is a street sweeper that is certified by the South Coast Air Quality Management District (SCAQMD) as meeting the testing and performance standards set forth in SCAQMD Rule 1186. All certified street sweepers must be operated and maintained in accordance with manufacturer's specifications. This is a community cost.

**Item 4 – Community Traffic Control:** This bid item includes a traffic control crew to provide traffic control throughout the project as required. The bid unit is one crew per day and the quantity is estimated in the Bid Schedule in crew days for the entire project. The unit costs include a crew and truck(s), traffic control equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crew shall be trained in the principles of the California Department of Transportation (Caltrans) Revision 2 (Rev 2) of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), prior to commencing their work. This is a community cost.

**Item 5a and 5b - Personnel Air Monitoring (if applicable):** This item includes providing personnel air monitoring for debris removal crews for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment. At the direction of the IMT chromium +6 and mercury will be required in the operator breathing zone. Air samples are not required during soil rescrapes or any other work after debris materials have been removed. At a minimum, the Contractor under the direction of a certified industrial hygienist shall monitor one (1) crew out of every five (5) crews, or one (1) crew if under five (5) crews, two (2) crews if under 10 (but more than 5), three (3) crews if under 15 (but more than 10), etc. Crews shall be monitored on a rotational basis during the work week. The personnel air monitoring will be required for the duration of the project or until the IMT decides to stop the monitoring. The air results shall be submitted to the IMT no later than seven (7) days of the sample event. The bid schedule unit is cost per crew being monitored per day and includes the technicians and all equipment to perform the sample collection, and sample transportation, and lab work required to analyze samples. This is a community cost.

**Item 7- Non-Working Days:** This bid item includes the costs of mobilizing and demobilizing personnel from project crews during days of no work due to weather days, holidays, and days designated as non-working days by the IMT. Every fifth Saturday will be a non-working day and consider a safety stand-down day. The bid unit is per debris removal crew per day and is estimated in the Bid Schedule in debris removal crew days for the entire project. The unit cost includes the travel of debris crew personnel and the non-operating time for equipment still assigned to the project.

**Item 8 – Delays -** This bid item includes all crew and equipment time per lot for delays due to factors beyond the Contractor's control related to weather, unusual and unsafe materials discovered on the site, or other unforeseen environmental or imminent safety issues. These delays will be designated and approved by the IMT. Examples of unusual and unsafe materials include the discovery of radioactive debris, unexploded ordinance, explosions, hazmat spills or

releases, mercury release, and unknown cylinders. This activity usually includes a small percentage of the properties and is estimated in the Bid Schedule in crew hours for the entire project. The bid unit is per crew per hour and is intended to provide compensation while the crew waits up to 4-hours or demobilizes to an additional lot or leaves for the day. This is an individual lot cost.

**DEBRIS REMOVAL PER LOT:**

**Item 10 – Asbestos Abatement (if applicable):** This item includes the removal, transport, and disposal of asbestos and asbestos containing materials as identified in the DROP and direction from CalRecycle. Item 10a is the daily rate for a fully equipped, three-man asbestos abatement crew to remove and prepare asbestos containing materials for transport and disposal for individual properties. The bid unit is per day for a 10-hour work day and includes labor, PPE, mobilization and demobilization, travel-time, per diem, and fuel. Item 10b is the per yard costs for proper transport and disposal of asbestos containing materials to an approved facility. This is an individual lot cost.

The Contractor is advised that the asbestos site abatement task as described in the DROP is the first order of business in this contract and that for lots determined to require asbestos abatement, the remainder of the debris removal tasks at many properties cannot take place at a given property until after this task is completed.

**Item 11 – Misc. Metals:** This item includes the separation and loading of miscellaneous metals from an individual property in accordance with the DROP and direction from CalRecycle. The bid unit is per ton and CalRecycle estimates the tonnage at 10 tons per site based on past operations. The unit cost is intended to include all activities related to separating and loading metals at the site and does not include trucking and fees either paid or received for the metals. All metals recovered are the property of the State of California and are to be either charged or credited to the individual property. This is an individual lot cost.

**Item 12 – Burned Debris and Ash (if applicable):** This item includes the separation and loading of burned debris and ash from an individual property in accordance with the DROP and direction from CalRecycle. The bid unit is per ton and CalRecycle estimates the tonnage at 200 tons per site based on past operations. The unit cost is intended to include all activities related to separating and loading burned debris and ash at the site and does not include trucking and receiving facility fees, which are addressed under separate bid items. This is an individual lot cost.

**Item 13 – Concrete:** This item includes the separation and loading of concrete from an individual property in accordance with the DROP and direction from CalRecycle. The bid unit is per ton and CalRecycle estimates the tonnage at 70 tons per site based on past operations. The unit cost is intended to include all activities related to separating and loading concrete and reinforced concrete at the site and does not include trucking and receiving facility fees, which are addressed under separate bid items. The concrete may include foundations, flatwork, driveways, retaining walls, tanks, and other miscellaneous concrete items as required. This is an individual lot cost.

**Item 14 –Contaminated Soil and Residual Ash (if applicable):** This item includes the separation and loading of contaminated soil and residual ash from an individual property in accordance with the DROP and direction from CalRecycle. The bid unit is per ton and CalRecycle estimates the tonnage at 70 tons per site based on past operations. The unit cost is intended to include all activities related to separating and loading soil and residual ash at the site and does not include trucking and receiving facility fees, which are addressed under separate bid items. This is an individual lot cost.

**Item 15 –Contaminated Soil – Lot Rescrape (if applicable):** This item includes the separation and loading of contaminated soil from an individual property in accordance with the DROP and direction from CalRecycle, this is removed on a lot rescrape to meet the cleanup goals of the DROP. The bid unit is per ton and CalRecycle estimates the tonnage at 10 of tons per site where rescrapes are needed based on past operations. The unit cost is intended to include all activities related to separating and loading contaminated soil at the site and does not include trucking and receiving facility fees, which are addressed under separate bid items. This is an individual lot cost.

**Item 16 – Erosion Control (if applicable):** This item includes the installation of erosion control devices and hydromulching of individual lots after the site has been remediated per the provisions and details of the DROP. The bid unit is per site, assuming a 10,000 sf site with erosion control and 250 feet of straw wattle installed per the Level 2 erosion control described in the DROP. Note that hydromulching per Level 2 erosion control uses only tackifier/binder and virgin wood fiber with no actual hydroseed. This item includes all labor, equipment, materials, tools, mobilization/demobilization, Best Management Practices (BMP) installation, and hydromulch of disturbed areas on individual lots. This is an individual lot cost.

**Item 18 – Vehicle (Burned Hulks) abatement (if applicable):** This bid item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which includes transporting burned vehicles to a collection point to adjudicate the vehicle, draining and disposing of the fluids to an approved hazardous waste facility, and moving the vehicles from the collection point to an approved recycling facility. The vehicles shall be bundled with a net to prevent items falling from the vehicles into the roadway during transport. This bid item is for passenger cars, light trucks, and SUVs. Commercial vehicles and RVs can be addressed by Change Order, if necessary. The bid unit is per vehicle removed, abated, and recycled. If the vehicle (burned hulk) is transported as misc. metal no additional fee will be allowed. This is an individual lot cost.

**Item 19 –Debris Removal Crew Cost:** Due to site specific conditions, such as remote locations, extreme slopes, water crossings, bridge load limits, or other issues that restrict tonnage removal rates, the IMT may authorize daily costs for a debris crew to load material. The work will be authorized through a Change Order with the daily rate bid item used as the compensation rate. A crew includes two operators and two labors, and may include an excavator, bobcat, or loader/skid steer, dust control, all PPE, fuel, travel, per diem, for a 10 hour day. The total crew days is estimated for the entire project in the Bid Schedule.

## **TRANSPORTATION:**

### **Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 – Trucking of Various Materials:**

These items include the trucking of the various materials for the range of mileage as listed with the unit costs. These unit costs includes all labor and equipment for trucking and the adequate tarping and load protection as described in the DROP. These costs also include truck dispatch and communication to individual property locations, truck standby time, providing local scale facilities, time for truck inspections and certifications, traffic control, coordination with CalRecycle and consultant staff in tracking trucks, and the tracking of the tonnages to individual properties, with support documentation provided with invoices. All truckloads shall be tarped. The use of autotarps will not be allowed. For safety and productivity, the contractor shall provide un-tarpping stations at all disposal and recycling facilities. Additionally, all haul trucks, community water tenders, and street sweepers shall utilize a tracking system supplied by CalRecycle's consultant to track each commercial vehicle during working hours. These activities do not include loading and disposal costs, which are addressed under separate bid items, and these costs are individual lot costs.

Note that the Transportation costs are cumulative and based on the one-way distance to the disposal site. For example, if a load of concrete is transported to a disposal site 40 miles away, the per ton transportation costs for the entire load will be the tonnage of the load multiplied by the sum of item 26 (the per ton rate for the first 25 miles) and item 27 (the per ton rate for additional distance out to 50 miles). No separate charge will be paid for the return trip; bidders should consider their return costs when preparing their transportation prices.

It is not anticipated that this project will require the use of any disposal sites requiring one-way transportation greater than 100 (one hundred) miles.

## **DISPOSAL/RECYCLING:**

**Item 40 – Disposal /Recycling:** This item is the actual costs of recycling and disposal at the receiving facilities for the various materials generated from the overall project. There will be no bid for this item at the time of the bid, however there will be unit cost items established for each type of material and facility in the contract to set the cost rates prior to project startup. The Contractor will be responsible for paying the disposal costs and then invoicing for these costs. Changes in receiving facility or receiving facility costs shall be identified to CalRecycle as soon as possible, and the contract rates will be adjusted. These costs will not include any Contractor mark up. Any recycling or disposal that results in a profit (usually metal recycling) shall be off-set against other recycling and disposal costs. Adjustments to regular rates for material facilities to accommodate extended operating hours and special handling will be included in the disposal/recycling rates paid by CalRecycle. At this time, CalRecycle has not selected a permitted landfill or recycling facility for this project. This activity does not include loading and trucking costs, which are addressed under separate bid items. This is an individual lot cost.

**OTHER PER LOT SERVICES:**

**Item 50 – Mobilization/Demobilization Between Lots:** This bid item includes the costs of mobilizing all equipment and crew including portable restrooms and hand sanitation stations between properties to be remediated within the overall project boundaries. Although there will be cooperation and coordination with the Contractor, the sequence of the lots to be remediated will be directed by the IMT, with no guarantee of efficiency in the sequencing. Lots will be made available to the Contractor at a rate where the crews will be productive. This bid item will be paid as a crew is moved between sites. This unit cost may also include moving back equipment and crew to lots for soil rescrapes at an individual lot as required per the DROP and the laboratory results from a property. This is an individual lot cost.

**Item 51 – Property Owner Assistance:** This bid item includes crew time required for homeowner assistance. In the past, CalRecycle has offered limited homeowner assistance in activities such as sifting through burn debris to locate valuables, protecting or relocating minor items prior to site remediation, working around stone driveways, etc. This activity usually includes a small percentage of the properties and is estimated in crew hours in the Bid Schedule for the entire project. The work will be authorized through a Change Order with the hourly rate bid item used as the compensation rate. The bid unit is per crew per hour and is intended to provide limited crew hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. This is an individual lot cost.

**Item 52a, 52b, and 52c – Road Base Rock, Clean Crushed Rock and Rip-Rap Rock**

**Application:** This bid item includes the application of road base rock, clean crushed rock to repair access roads or to make dirt roads and properties passable and rip-rap rock that may be necessary for temporary creek crossings. The unit cost is per ton installed including the costs of the rock, the delivery, and the placement of the rock where needed. Depending on weather and site conditions, the IMT will authorize rock to be installed at each location. The estimated totals for base rock, clean 1 ½ crushed rock, and rip-rap rock is shown in the Bid Schedule. Although the smaller rock items 52a and 52b are intended for private road access it may also be used for base rock installation on public roads. Base rock materials shall meet the requirements of Section 26 of the 2015 CalTrans Standard Specifications for ¾” Class 2 Aggregate Base, placed at a nominal thickness of 3” with a 95% relative compaction. Recycled material that meets CalTrans specifications for Class 2 Aggregate Base is acceptable. Private drive base rock work is an individual lot cost, and public road base rock work is a community cost. The rip-rap rock item 52c is intended to be used for driveway/private road access across creek beds. The rip-rap rock materials shall meet requirements of Section 72-4.02 of the 2015 CalTrans Standard specifications for Rock Gradation for 7-inch-Thick Layer rip-rap placed per specification. Private drive rip-rap placement and removal work is an individual lot cost, and public road access placed rip-rap work is a community cost.

**Items 53 and 54– Hazard Tree Removal:** These bid items include the removal of hazard trees as described in the DROP and as identified by CalRecycle. The unit cost is per tree, diameter

measured at chest height, and includes mobilization to the site and the labor, equipment, and materials required to remove the tree. Most tree materials can be left on the lot, with material being reduced to 16" rounds of wood. For tree materials needing to be removed, the transportation will be paid using Bid Items 23, 24, and 25, and disposal paid using Disposal/Recycling Item 40. This is an individual lot cost.

**Item 55 – Chimney/Wall Demolition Crew:** This bid item includes the demolition of free standing chimneys and/or walls. If asbestos is detected in the chimney or wall, an air district permit per National Emission Standard for Hazardous Air Pollutants (NESHAP) is required before any demolition can begin of standing walls or chimneys. CalRecycle's environmental consultant will work with the contractor to complete the permit process. This bid unit includes a telehandler (or equivalent), operator, mobilization, and demobilization. If asbestos, abatement, and air monitoring are required, these items of work are included in other bid items. This unit costs is cost per wall or chimney (a four walled structure with a chimney would be paid at five items). This is an individual lot cost.

**Item 56 – Safety Fencing Installation:** This bid item includes the placement of 6-foot x 12-foot chain link fence panels as safety fencing around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined by the Operations Chief or her/his designee. These properties have been cleared of ash and or other debris, as part of the overall debris removal operation, and fencing will be installed after the debris removal Contractor has demobilized from the area. The fencing is intended as a safety precaution to prevent fall hazards, and to minimize access in areas directed by the project Operations Chief. This fencing will not be removed by the Contractor. This is an individual lot cost.

**Item 57 – Septic Tank Abandonment:** This bid item will, at the direction of the Operations Chief, require the contractor to pump out and refill damaged (by the event or by debris removal crews) residential septic tanks. The septage (for the first 1,000 gallons pumped per tank) will be pumped and disposed of by a licensed septage handling subcontractor. The tanks will be refilled with a 2 sack sand slurry. This is an individual lot cost.

**Item 58 – Mobile dedicated heavy duty concrete breaker equipment (backhoe and hydraulic breaker):** Contractor is authorized to mobilize dedicated heavy duty concrete breaker equipment to assist crews in the removal of especially difficult concrete foundations in support of the debris removal operations. The Contractor will provide a rubber tired backhoe with a hydraulic concrete breaker with an operator and all supporting fuel and maintenance for a monthly unit rate. This equipment will be used by the Contractor as directed by the Operations Chief. Costs for this item includes the mobilization and demobilization of at least one heavy duty concrete breaker as directed by the Operations Chief.

#### **Other Financial Provisions**

The Contractor shall comply with the requirements below. Any costs to do so must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements.

Prevailing Wage Employees: Compensation for prevailing wage employees shall be made at the appropriate rate for each classification as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 (rates available at <http://www.dir.ca.gov>). Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Overtime: Overtime will be required and will only be paid to persons covered by the Fair Labor Standards Act.

State Income Tax Withholding: Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax withholding.

An independent contractor as defined in Black's Law Dictionary is:

"One who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as to the end product or final result of work."

### **Other Provisions**

Progress Payment and Payment Withhold: Progress Payments are permitted for tasks completed under this agreement as frequently as twice per month. The provisions for payment under this contract will be subject to a ten percent (10%) withholding per separate and distinct task. Any funds withheld with regard to a particular task may be released upon completion of that task to the satisfaction of CalRecycle. For debris removal, the individual lots constitute separate and distinct tasks, and completion constitutes the lots being cleared and taken through the installation of erosion control measures per the Operations Plan, and acceptance as complete by CalRecycle. The contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

Personnel Substitutions: Written approval is required for any substitutions or alterations to the Contractor's originally proposed staff and project organization. The Contractor may petition the Contract Manager to add or remove Contractor personnel or subcontractors at any time during the life of this Agreement by providing the following information to the Contract Manager in writing:

- A. A transmittal letter stating the reasons why the modification to the Contractor's team is necessary, including a statement as to whether and how such a substitution may affect the Contractor's ability to achieve the goals of this Agreement.
- B. A resume for the individual proposed to be added to the Contractor's staff.

- C. An amended Cost Proposal including all new staff for the prime Contractor, in the format prescribed by CalRecycle.
- D. A revised organizational chart for the Contractor's team depicting all subcontractors and key staff.

## **Section IV Evaluation and Selection**

### **Introduction**

CalRecycle will perform a review process to ensure that the Bidder has included all required documentation in the Bid submittal and has included the necessary information for CalRecycle to determine that the Contractor is responsive and responsible. The bid sheet must be in a separate sealed envelope marked “Bid – Do Not Open”. Any bonding documents referencing the Bidder’s Bid Schedule or anticipated overall contract value shall also be placed in this sealed envelope.

If a Bid package does not meet all of the requirements set forth in this IFB, it will be considered non-responsive and rejected from further competition.

### **Grounds for Rejection**

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal;
- The bid submittal is unsigned;
- The bid cost is not prepared as required by the IFB;
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing;
- The Bidder has received a substantive negative contract performance from the State;
- The Bidder proposes the same staff resources allocated to other CalRecycle debris removal projects; or
- Any items or information required by the IFB are not included with the submittal.

No bid may be rejected arbitrarily or without reasonable cause.

### **Bid Opening**

The qualified bids (sealed) will be opened publicly at the CalEPA building at 1001 I Street, Training Room 2 East/West, Sacramento, CA at the time set in Section I Overview, Process Schedule.

### **Award of Agreement**

Award of these Agreements will be to the lowest responsive responsible Bidders meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions. No single Bidder or firm will be awarded more than one of the three Agreements. The Bidders submitting the two lowest responsive responsible bids for work in the Town of Paradise as determined by the “Total Bid” line on the “Cost Bid Sheet: Town of Paradise” (Attachment A.1) will each be awarded an Agreement for work within the city limits of the Town of Paradise at the rates bid. Upon determining the two lowest responsive responsible bidders for the town of Paradise work, CalRecycle will consider the remaining bidders’ costs in awarding the work outside of the Town of Paradise. Award will be made to the lowest

responsive responsible bidder as determined by the “Total Bid” line on the “Cost Bid Sheet: Outside of the Town of Paradise” (Attachment A.2).

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker will be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award any or all Agreements. In the event that CalRecycle does not receive enough bids to award all three Agreements to separate Bidders, CalRecycle reserves the right to award multiple sections of the work to a single bidder, at its discretion.

### **Rejection of Award**

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Bidder has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

### **Notice of Intent to Award**

CalRecycle will post a notice of intent to award the Agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award will be posted on CalRecycle’s contract website at <http://www.calrecycle.ca.gov/Contracts/> and at the headquarters address noted in Section I, Overview, one day prior to award of the contract.

### **Protest of Award**

A Bidder may protest the proposed award by filing a protest with CalRecycle’s Hearing Officer. The protest must be filed within five (5) days of the notice of intent to award the contract.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

Because of the necessity to begin fire debris removal immediately, the Agreement may be awarded prior to a decision on the filed protest. In the event that the Hearing Officer finds that the contract was awarded incorrectly, the contract may be terminated and awarded to the protestant.

In considering the protest, the Hearing Officer may request and consider written statements of the protestant, the awarded bidder, and CalRecycle, along with all IFB and bid documents.

The protest documents should be sent via registered mail to the following parties:

Department of Resources Recycling and Recovery  
Attn: Hearing Officer  
1001 I Street, MS-25A  
Sacramento, CA 95814  
Fax (916) 319-7498

Department of Resources Recycling and Recovery  
Attn: Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7305  
Email [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

## **Section V Description of Work**

### **Work to be Performed**

The work to be performed in the Agreement primarily involves the removal and disposal of burned debris, burn ash, recyclable metals, concrete, and contaminated soil, recycling materials that can be recycled, as well as related support services, such as dust control, installation of erosion control, and the removal of hazard trees. Burned debris, burn ash, recyclable metals, concrete and contaminated soil will be handled separately, and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on fire debris removal projects, typical quantities of materials generated from a residential burn debris site are: 200 tons of burn ash, 10 tons of recyclable steel, 70 tons of recyclable concrete, and 70 tons of contaminated soil. The types and quantities of debris removed and disposed will vary depending on the type of disaster for which the debris removal team is being deployed.

The plan for the removal of materials will be more fully described in the Debris Removal Operations Plan (DROP), Version 1.0 with Project Specifications for Camp Incident in Butte County. A sample DROP (Attachment J) for a debris removal project, entitled Carr Incident in Shasta County, is included. The DROP is a living document and will be updated and revised as each project progresses. As the DROP is revised, the most recent version at the time will control work under this Agreement and work orders may reflect those revisions. Work will be performed at the direction of, and in cooperation with, the employees and agents of CalRecycle and the IMT, who will use the latest version of the DROP for direction and guidance.

All work will be conducted as determined by both CalRecycle's Health and Safety professional who will prepare a Community Health and Safety Plan and the Contractor's Health and Safety professional who will prepare a Health and Safety Plan for the Contractor's employees and sub-contractors.

All site personnel who are tasked to enter an exclusion zone and Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192. The site superintendents shall have appropriate experience to adequately perform the tasks outlined below. Based upon CalRecycle's experience, the Contractor is advised that all personnel entering and leaving the exclusion zone will be required to wear Level C protective attire or Level D with N95 masks and Tyvek coveralls depending on the work zone and hazard level. The Contractor's Health and Safety professional and the Contractor are ultimately responsible for the Health and Safety of the contractor's employees and subcontractors and the appropriate PPE required for the various work zones and hazard level on this project.

### **Division of Work**

CalRecycle will distribute the work load by between the contractors, with the general goal of assuring operational efficiency. Assignment of lots to specific Contractors and demands for specific numbers of crews from each Contractor shall be solely at the discretion of CalRecycle.

CalRecycle reserves the right to assign lots based on operational needs, overall operational progress, specific experience of particular crews, or any other relevant operational details as determined by the IMT. It is not presently anticipated that CalRecycle will assign lots in the Town of Paradise to the Contractor awarded work Outside the Town of Paradise or vice versa, but CalRecycle reserves the right to do so by issuing a change order.

### Tasks

All work under this Agreement shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications viewable at [http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html) that is in effect when the work is performed (and CalRecycle's "Modification To General Provisions From Department of Transportation Standard Specifications" document), the DROP, and in accordance with the plans, special provisions, and instructions included in Work Orders issued under the contract.

Through Work Orders, CalRecycle will direct the Contractor on where remediation work is to be performed and by what date it shall be completed.

- A. CalRecycle will have the option to dictate the number of asbestos and debris removal crews utilized at any given time. At its discretion, CalRecycle may require each Contractor to mobilize a minimum of two (2) asbestos abatement crews and one (1) chimney tipping crew within 48 hours of receiving a Notice to Proceed and initial Work Order and 15 debris removal crews to the project site within five (5) days of receiving the Notice to Proceed and initial Work Order and no Change Order or adjustment in price will be granted based on the number of debris removal crews utilized unless the number exceeds 150 or 50 as per the schedules below. The Contractors working in the Town of Paradise must have the ability to increase by up to 135 debris removal crews (if necessary) for a potential total of 150 debris removal crews within 21 calendar days. The Contractor working outside the Town of Paradise must have the ability to increase by up to 35 debris removal crews (if necessary) for a potential total of 50 debris removal crews within 21 calendar days. All additional crews will be authorized by the IMT and crews will be reduced only at the direction of the IMT. The Contractors shall provide crews as required by CalRecycle within the following timeframes:

Crew Number	Type	Response Timeframe
Two (2)	Asbestos abatement crews	Within 48 hours of NTP
One (1)	Chimney tipping crew	Within 48 hours of NTP
15	Debris removal crews	Within five (5) days
135 additional, 150 total	Debris removal crews (inside the town of Paradise)	Within 21 days
35 additional, 50 total	Debris removal crews (outside the town of Paradise)	Within 21 days

The Contractor shall complete remediation of all lots to the satisfaction of CalRecycle. Generally, this means that all debris materials have been removed, soil samples have been taken and tested as acceptable (soil sampling and approval will not be performed by the Contractor), hazard trees have been removed, and all erosion control has been installed. While the basic steps for taking a lot from how it exists after the disaster to completion are detailed in the DROP, the

Contractor shall work under IMT direction and discretion on the details as to what is required to complete each residential lot cleanup. The Contractor should be aware that, for a post-fire debris cleanup, the soil sampling process can delay the completion of a lot; a delay of two weeks is not unusual.

**B. Work Orders**

- a) All work under this Agreement shall be performed through Work Orders issued to the Contractors by CalRecycle's Contract Manager. When the IMT determines the need for Contractor services under this Agreement, a Work Order will be issued by the Contract Manager. Work Orders will detail activities to be completed, a not to exceed cost, and provide a schedule for completion.
- b) The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. The Contractor shall immediately notify the Contract Manager and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The CalRecycle Contract Manager will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by the CalRecycle Contract Manager, may not be considered for compensation.
- c) CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from Work Orders, plans, and specifications, as deemed necessary or advisable by the Contract Manager. Any such changes will be set forth in an amended Work Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. An amended Work Order will not become effective until approved in writing by the Contract Manager.

Upon receipt of an approved amended Work Order, the Contractor shall proceed with the ordered work. Compensation for any change shall be as provided for in the amended Work Order. The Contractor will not be compensated for any work that exceeds that indicated in the Work Order, or that has not been authorized in writing by the Contract Manager.

- d) If the Contractor becomes aware of changed site conditions, is directed to perform work outside the Scope of Work of this Agreement, or encounters any other situation where it believes an adjustment of costs from the Bid Schedule is justified, the Contractor must immediately notify the Contract Manager, and the IMT, of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager.

The Contract Manager, in consultation with the IMT, shall notify the Contractor whether to continue the affected work and issue a Change Order if adjustment to the Bid Schedule costs is necessary. The Contractor shall promptly provide all

information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment.

- e) A payment bond and performance bond will be required for each Work Order. The performance bond must unconditionally guarantee the Contractor's and its subcontractor's performance in all respects of the terms, conditions, and provisions of the Contract and the Work Order. In no event shall the Contractor or its subcontractors begin work under a Work Order until the Contractor provides complete and valid bonds to CalRecycle's Contract Manager.
- C. The work to be performed in the Debris Removal Contract may involve the primary work of the removal of burn ash (if applicable), recyclable metals, concrete, and contaminated soil from burned building areas, vegetative debris and other debris as well as related support services, such as dust control, soil and ash sampling (applicable to fire debris cleanup operations), installation of erosion control, community air monitoring (applicable to fire debris cleanup operations), and the removal of hazard trees. Burn ash (applicable to fire debris cleanup operations), recyclable metals, concrete, contaminated soil (if applicable), vegetative debris and other debris will be handled separately and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on similar projects, typical quantities of materials generated from a residential burn debris site are: 170 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 70 tons of contaminated soil.

The Contractor shall be responsible for coordinating with the IMT, CalRecycle's consultant, and providing information as required to document material quantities and the project costs allocable to each type of material by residential lot and/or per public right-of-way (whichever is applicable). The method, detail and adequacy of the material and cost tracking information by lot will be jointly developed by the IMT and CalRecycle's Consultant, with final approval of adequacy coming from the State.

- D. Overview of Operations: The Debris Removal and Recovery Services shall follow a systematic approach to removing debris from the property, as described in the DROP, with responsibilities of the Contractor noted below. The overall operations for Personal Property Debris Removal Operations (PPDRs) include:
- a) Initial Site Reconnaissance (Performed by CalRecycle's Consultant)
    - i) Install address and project signs.
    - ii) Identify water and electrical sources.
    - iii) Identify equipment and material staging area.
    - iv) Identify disposal and recycling options.
  - b) Individual Site Assessments (Performed by CalRecycle's Consultant)
    - i) Check for underground utilities by alerting Underground Service Alert (USA) for public right of way.

- ii) Check for underground utilities by using an independent private utility locator service for private right-of-ways, if necessary.
  - iii) Identify septic tank and leach field locations on each property, if feasible.
  - iv) Identify water wells, springs, other water sources and water storage tanks on properties not serviced by the local water agency, if feasible.
- c) Debris Removal (Performed through this contract)
  - i) Remove vehicles for recycling or disposal.
  - ii) Collect, consolidate, and remove metals for recycling.
  - iii) Collect, consolidate, and remove concrete for recycling.
  - iv) Collect, consolidate, and remove ash (if applicable), debris and soil (if applicable) for disposal.
  - v) Collect, consolidate, and remove hazardous trees for recycling or disposal.
  - vi) Finish grading/smoothing ground surface (if applicable).
- d) Confirmation Sampling (Performed by CalRecycle's Consultant – if applicable)
  - i) If confirmation sampling, conducted by others, results exceed cleanup goals, another layer of soil will be removed through this contract for disposal and the site re-sampled.
  - ii) If results are less than cleanup goals, site will be prepared for final erosion control and certification.
- e) Implement Erosion Control (Performed through this contract – if Contract Manager and IMT team determined applicable)
  - i) Implement storm water best management practices to control sediment runoff and promote vegetation from each remediated property. Erosion control will only be placed on the structural debris areas or areas disturbed by debris crews and not on the entire parcel.
- f) Additional major items of work anticipated in this project include, but are not limited to:
  - i) Coordination of all Contractor resources;
  - ii) Establishing and ensuring traffic control plans; and
  - iii) Individual property Cost tracking and community Cost tracking.
- E. Additionally, the Contractor shall prepare a site specific health and safety plan for Contractor's and subcontractors' field staff in coordination with CalRecycle Health and Safety professional(s).
- F. The Contractor shall provide ongoing estimates of work to CalRecycle to inform CalRecycle's decisions on individual site debris removal crew and overall debris removal team efficiencies and overall costs to date.
- G. There may be a need for the Contractor to provide additional, presently unanticipated services in support of the Debris Cleanup Program, if requested by CalRecycle. Any additional services must be approved by the Contract Manager in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. This

is the only mechanism by which the Contractor will be paid for any costs not included on the Bid Schedule. If the Contractor is directed to perform any additional, unanticipated work, the Contractor shall begin the Work Authorization process with the Contract Manager before commencing the additional work. The Contractor may not be compensated for additional work if this clause and the Work Authorization clause of Exhibit D are not adhered to. The additional work will be covered with a change order, the cost of which will be (unless otherwise determined by the Contract Manager) based on either a lowest responsive bid (of 2-3 bids) or on published CalTrans labor, equipment and/or materials rates.

### **Location of Services**

Services shall be provided in Butte County.

### **Control of Work**

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
  - Work to be performed
  - Rate and progress of the work
  - Fulfillment of the services provided by the Contractor
  - Compensation for services provided by the Contractor

The project Contract Manager shall be the only CalRecycle point of contact for contract, payment, and contractor performance issues as described in the following Control of Work section.

2. The Contractor shall designate a Project Manager who holds the following authority:
  - Act as the Contractor's Representative for work to be provided under this Agreement;  
and
  - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required prior to the replacement being made.

## **Section VI Definition and Terms**

### **General**

Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

### **Abbreviations**

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
IFB	Invitation for Bids
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PPDR	Private Property Debris Removal – a FEMA defined term

### **Agreement**

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

### **Cal EPA**

The California Environmental Protection Agency

### **CalRecycle**

Department of Resources Recycling and Recovery

### **CalRecycle Staff**

Staff of the CalRecycle involved in the implementation of this contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

### **Consultant**

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this IFB or his or their legal representatives

**Contract**

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

**Contract Manager**

A person designated by the responsible state agency or department to manage performance under a contract.

**Contractor**

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

**Director**

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

**Disabled Veteran Business Enterprise (DVBE Certified)**

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

**Legal Holiday**

Those days designated as State holidays in the Government Code.

**Project Manager**

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

**Scope of Work**

The description of work required of a contractor by the awarding agency.

**Small Business (Certified)**

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

**State**

The State of California.

**State Contract Law**

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

**Subcontractor**

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

## **Attachments**

**Cost Bid Schedule**  
**Fire Debris Removal and Recovery Services for the Camp Fire in Butte County**  
**For Work Within the Town of Paradise**  
**DRR18088**

Complete this form and submit the original in accordance with the requirements of this IFB. Items are not sequential.  
 Separate invoices itemizing all costs are required for all work performed under each Work Order.

Contractor/Company Name:					
Item No.	Item Description	Est. Quantity	Unit Price	Multiplier	Total Price
					Unit Price x Multiplier
<b>Overall Project Costs:</b>					
1	Community Dust Control, water truck	10 trucks, 1,800 truck days	\$_____per truck per 10 hour day	1,800	\$
2	Mobilization/Demobilization to job	150 crews	\$_____per crew	150	\$
3	Street Sweeping	2 sweepers, 100 sweeper days	\$_____per sweeper per 10 hour day	100	\$
4	Traffic Control	2 crews, 400 crew days	\$_____per crew per 10 hour day	400	\$
5a	Personnel Air monitoring (asbestos, metals, silica, or other as applicable to the operation)	3 to 10 crews monitored, 5,000 crew days monitored	\$_____per crew per day monitored	5,000	\$
5b	Personnel Air monitoring (chromium +6 and mercury)	3 to 10 crews monitored, 1,000 crew days monitored	\$_____per crew per day monitored	1,000	
7	Non-Working Days	1,000 crew days	\$_____per crew per day	1,000	\$
8	Delays	3,000 crew hours	\$_____per crew per hour	3,000	\$
<b>Debris Removal per Parcel:</b>					
10a	Asbestos Abatement - Crews	12 crews, 300 crew days	\$_____per crew per 10 hour day	300	\$
10b	Asbestos Abatement – Materials removed and disposed	3 cu yd./lot, 19,050 cu yd. total	\$_____per cu yd.	19,050	\$
11	Misc. Metals	10 tons/lot, 63,500 tons total	\$_____per ton	63,500	\$
12	Burned Debris and Ash (if	200 tons/lot, 1,270,000 tons	\$_____per ton	1,270,000	\$

	applicable)	total			
13	Concrete	70 tons/lot, 444,500 tons total	\$_____per ton	444,500	\$
14	Contaminated Soil/Residual Ash (if applicable)	60 tons/lot, 381,000 tons total	\$_____per ton	381,000	\$
15	Contaminated Soil – Rescrape (if applicable)	10 tons/lot, 63,500 tons total	\$_____per ton	63,500	\$
16	Erosion Control (if applicable)	6,350 sites	\$_____per site	6,350	\$
18	Vehicle Abatement	3,000 vehicles	\$_____per vehicle	3,000	\$
19	Debris Removal Crew Cost	Per crew per day, 150 days	\$_____per day	150	\$
<b>Transportation:</b>					
20	Hauling of Metals	10 tons/lot, 63,500 tons total	\$_____per ton for first 25 miles	63,500	\$
21		10 tons/lot, 63,500 tons total	\$_____additional per ton out to 50 miles	63,500	\$
22		10 tons/lot, 63,500 tons total	\$_____additional per ton out to 100 miles	63,500	\$
23	Hauling of Burned Debris and Ash (if applicable)	200 tons/lot, 1,270,000 tons total	\$_____per ton for first 25 miles	1,270,000	\$
24		200 tons/lot, 1,270,000 tons total	\$_____additional per ton out to 50 miles	1,270,000	\$
25		200 tons/lot, 1,270,000 tons total	\$_____additional per ton out to 100 miles	1,270,000	\$
26	Hauling of Concrete	70 tons/lot, 444,500 tons total	\$_____per ton for first 25 miles	444,500	\$
27		70 tons/lot, 444,500 tons total	\$_____additional per ton out to 50 miles	444,500	\$
28		70 tons/lot, 444,500 tons total	\$_____additional per ton out to 100 miles	444,500	\$
29	Hauling of Contaminated Soil (if applicable)	70 tons/lot, 444,500 tons total	\$_____per ton for first 25 miles	444,500	\$
30		70 tons/lot, 444,500 tons total	\$_____additional per ton out to 50 miles	444,500	\$
31		70 tons/lot, 444,500 tons total	\$_____additional per ton out to 100 miles	444,500	\$

<b><u>Disposal/Recycling:</u></b>					
40	Disposal / Recycling	350 tons/lot, 2,160,000 tons total	\$ <u>0</u> all material recycling and disposal will be at facility rates established in the Contract and not included in Contractor bid.	---	\$ 0

<b><u>Other Per Lot Services:</u></b>					
50	Mobilization / Demobilization	6,350 mobilizations between lots	\$_____per crew per lot	6,350	\$
	between lots				
51	Property Owner Assistance	3,000 crew hours	\$_____per crew per hour	3,000	\$
52a	Road Base Rock Road Application	60,000 tons	\$_____per ton placed	60,000	\$
52b	Clean 1 ½-inch Crushed Rock	6,000 tons	\$_____per ton placed	6,000	\$
52c	6-inch minus rip-rap rock	6,000 tons	\$_____per ton placed	6,000	\$
53	Hazard Tree Removal	1 trees/lot, 6,350 trees total	\$_____per tree up to 18"	6,350	\$
54		1 trees/lot, 6,350 trees total	\$_____per tree greater than 18"	6,350	\$
55	Chimney / Wall Demolition Crews	1,000 Chimneys / Walls	\$_____per Chimney / Wall	1,000	\$
56	Safety Fencing Installation	100,000 linear feet (6-foot x 12-foot panels)	\$_____per linear foot	100,000	\$
57	Septic Tank Abandonment	300 tanks	\$_____tank	300	\$
58	Mobile dedicated heavy duty concrete breaker equipment (backhoe and hydraulic breaker)	12 months	\$_____breaker/month	12	\$
<b><u>TOTAL BID</u></b>					\$ *

\*This bid represents, and is to include, all elements as described under "Bid Schedule" in Section III, Bid Submittal Requirements (pages 13-27 of the IFB document).

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the debris removal program, or other factors.

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**Acknowledgement/Authorization**

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized  
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

**Cost Bid Schedule**  
**Fire Debris Removal and Recovery Services for the Camp Fire in Butte County**  
**For Work Outside the Town of Paradise**  
**DRR18088**

Complete this form and submit the original in accordance with the requirements of this IFB. Items are not sequential.  
 Separate invoices itemizing all costs are required for all work performed under each Work Order.

Contractor/Company Name:					
Item No.	Item Description	Est. Quantity	Unit Price	Multiplier	Total Price
					Unit Price x Multiplier
<b><u>Overall Project Costs:</u></b>					
1	Community Dust Control, water truck	10 trucks, 1,000 truck days	\$_____per truck per 10 hour day	1,000	\$
2	Mobilization/Demobilization to job	50 crews	\$_____per crew	50	\$
3	Street Sweeping	2 sweepers, 200 sweeper days	\$_____per sweeper per 10 hour day	200	\$
4	Traffic Control	4 crews, 400 crew days	\$_____per crew per 10 hour day	400	\$
5a	Personnel Air monitoring (asbestos, metals, silica, or other as applicable to the operation)	3 to 10 crews monitored, 2,000 crew days monitored	\$_____per crew per day monitored	2,000	\$
5b	Personnel Air monitoring (chromium +6 and mercury)	3 to 10 crews monitored, 400 crew days monitored	\$_____per crew per day monitored	400	
7	Non-Working Days	400 crew days	\$_____per crew per day	400	\$
8	Delays	2,000 crew hours	\$_____per crew per hour	2,000	\$
<b><u>Debris Removal per Parcel:</u></b>					
10a	Asbestos Abatement - Crews	4 crews, 100 crew days	\$_____per crew per 10 hour day	100	\$
10b	Asbestos Abatement – Materials removed and disposed	3 cu yd./lot, 6,000 cu yd. total	\$_____per cu yd.	6,000	\$
11	Misc. Metals	10 tons/lot, 20,000 tons total	\$_____per ton	20,000	\$

12	Burned Debris and Ash (if applicable)	200 tons/lot, 400,000 tons total	\$_____per ton	400,000	\$
13	Concrete	70 tons/lot, 140,000 tons total	\$_____per ton	140,000	\$
14	Contaminated Soil/Residual Ash (if applicable)	60 tons/lot, 120,000 tons total	\$_____per ton	120,000	\$
15	Contaminated Soil – Rescrape (if applicable)	10 tons/lot, 20,000 tons total	\$_____per ton	20,000	\$
16	Erosion Control (if applicable)	2,000 sites	\$_____per site	2,000	\$
18	Vehicle Abatement	1,000 vehicles	\$_____per vehicle	1,000	\$
19	Debris Removal Crew Cost	Per crew per day, 50 days	\$_____per day	50	\$
<b>Transportation:</b>					
20	Hauling of Metals	10 tons/lot, 20,000 tons total	\$_____per ton for first 25 miles	20,000	\$
21		10 tons/lot, 20,000 tons total	\$_____additional per ton out to 50 miles	20,000	\$
22		10 tons/lot, 20,000 tons total	\$_____additional per ton out to 100 miles	20,000	\$
23	Hauling of Burned Debris and Ash (if applicable)	200 tons/lot, 400,000 tons total	\$_____per ton for first 25 miles	400,000	\$
24		200 tons/lot, 400,000 tons total	\$_____additional per ton out to 50 miles	400,000	\$
25		200 tons/lot, 400,000 tons total	\$_____additional per ton out to 100 miles	400,000	\$
26	Hauling of Concrete	70 tons/lot, 140,000 tons total	\$_____per ton for first 25 miles	140,000	\$
27		70 tons/lot, 140,000 tons total	\$_____additional per ton out to 50 miles	140,000	\$
28		70 tons/lot, 140,000 tons total	\$_____additional per ton out to 100 miles	140,000	\$
29	Hauling of Contaminated Soil (if applicable)	70 tons/lot, 140,000 tons total	\$_____per ton for first 25 miles	140,000	\$
30		70 tons/lot, 140,000 tons total	\$_____additional per ton out to 50 miles	140,000	\$
31		70 tons/lot, 140,000 tons total	\$_____additional per ton out to 100 miles	140,000	\$

<b>Disposal/Recycling:</b>					
40	Disposal / Recycling	350 tons/lot, 720,000 tons total	\$ <u>0</u> all material recycling and disposal will be at facility rates established in the Contract and not included in Contractor bid.	---	\$ <b>0</b>

<b>Other Per Lot Services:</b>					
50	Mobilization / Demobilization	2,000 mobilizations between lots	\$ _____ per crew per lot	2,000	\$
	between lots				
51	Property Owner Assistance	1,000 crew hours	\$ _____ per crew per hour	1,000	\$
52a	Road Base Rock Road Application	20,000 tons	\$ _____ per ton placed	20,000	\$
52b	Clean 1 ½-inch Crushed Rock	2,000 tons	\$ _____ per ton placed	2,000	\$
52c	6-inch minus rip-rap rock	2,000 tons	\$ _____ per ton placed	2,000	\$
53	Hazard Tree Removal	1 trees/lot, 2,000 trees total	\$ _____ per tree up to 18"	2,000	\$
54		1 trees/lot, 2,000 trees total	\$ _____ per tree greater than 18"	2,000	\$
55	Chimney / Wall Demolition Crews	400 Chimneys / Walls	\$ _____ per Chimney / Wall	400	\$
56	Safety Fencing Installation	32,000 linear feet (6-foot x 12-foot panels)	\$ _____ per linear foot	32,000	\$
57	Septic Tank Abandonment	200 tanks	\$ _____ tank	200	\$
58	Mobile dedicated heavy duty concrete breaker equipment (backhoe and hydraulic breaker)	4 months	\$ _____ breaker/month	4	\$
<b><u>TOTAL BID</u></b>					<b>\$ *</b>

\*This bid represents, and is to include, all elements as described under "Bid Schedule" in Section III, Bid Submittal Requirements (pages 13-27 of the IFB document).

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the debris removal program, or other factors.

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**Acknowledgement/Authorization**

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized  
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

**Bidder Declaration**

State of California—Department of General Services,  
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number **DRR18088**

**BIDDER DECLARATION**

Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): \_\_\_\_\_ or **None** \_\_\_\_\_
- b. Will subcontractors be used for this contract? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:
- (1) Are you a broker or agent? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **N/A** \_\_\_\_\_

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION:** By signing the bid response, I certify under penalty of perjury that the information provided is true and correct

Page \_\_\_\_ of \_\_\_\_

## BIDDER DECLARATION Instructions

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_\_ of \_\_\_\_\_" on the form.  
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_\_ of \_\_\_\_\_" accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable) "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page \_\_\_\_\_ of \_\_\_\_\_" accordingly.

**Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification**

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number \_\_\_\_\_, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

*Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025*

**SB/MB/DVBE SUBCONTRACTOR INFORMATION**

<b>Contract Firm Name</b>			
<b>Name of Firm Representative</b>			
<b>Title</b>			
	<b>Phone:</b>	<b>Fax:</b>	
<b>Firm Address</b>	<b>Street:</b>		
	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Contract Number</b>			
<b>Total Amount Received Under this Contract</b>	<b>\$</b>	<b>Date Final Payment Received:</b> /    /	

**SB/DVBE SUBCONTRACTOR INFORMATION**

<b>SB/DVBE Subcontractor</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Amount Paid</b>	<b>Participation Achieved</b>
						%
						%
						%
						%

<b>Printed Name</b>		<b>Signature:</b>	
<b>Title:</b>		<b>Report Date:</b>	

**Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a Bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/Bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

**Contractor Status Form**

Contractor's Name: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

☐ Individual      ☐ Limited Partnership      ☐ General Partnership      ☐ Corporation      ☐ Other

If Individual or sole proprietorship, state the true name of sole proprietor: \_\_\_\_\_

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If a Corporation, state place and date of incorporation: \_\_\_\_\_

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officer: \_\_\_\_\_ Other Officer: \_\_\_\_\_

Provide explanation if claiming Other:

\_\_\_\_\_  
 \_\_\_\_\_

**SMALL BUSINESS PREFERENCE**

Are you claiming preference for small/micro business?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources  
☐ NO

Are you claiming preference for DVBE?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources  
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

**Client References**

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

**BIDDER / SUBCONTRACTOR'S NAME:****REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why:

### Compliance With Government Code, Section 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

**The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with CalRecycle. These disclosures will be made under penalty of perjury.**

In addition to the disclosures required above, list current clients subject to any discretionary action by CalRecycle, or who may have a financial interest in the policies and programs of CalRecycle, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with CalRecycle upon award of the Contract. CalRecycle will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

#### CURRENT CLIENTS MEETING ABOVE CRITERIA

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A determination by CalRecycle that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.

**Public Contract Code Section 10162 - Questionnaire**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

☐ Yes

☐ No
**Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the Proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "Proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes

☐ No
**Noncollusion Affidavit**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the Proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

**SIGNATURE:**


---

 Signature of Authorized Representative

---

 Printed Name and Title

## Draft Standard Agreement (STD 213)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

DRR18088

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

January 28, 2019

THROUGH END DATE

January 31, 2020

3. The maximum amount of this Agreement is:

\$1,700,000,000.00 (one billion seven hundred million dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions GTC 04/2017	
Exhibit D	Special Terms and Conditions	
	Attachment 1 – Recycled Content Certification	2
Exhibit E**	Invitation for Bids, DRR18088	
Exhibit F**	Proposal from TBD in response to Invitation for Bids, DRR18088	
Exhibit G	FEMA Public Assistance Program Contract Clauses	
Exhibit H**	Debris Removal Operations Plan Version 1.0	
	Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this agreement as if attached hereto.	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

TBD

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

DRR18088

PURCHASING AUTHORITY NUMBER (if applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tiffany Donohue

TITLE

Administrative Services Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

Governor's Emerg. Proc. (dated 11-08-18)

**EXHIBIT A****SCOPE OF WORK**

1. TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with emergency fire debris removal and recovery services as described herein:
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

&lt;&lt;Contractor&gt;&gt;

Name:		Name:	<<Contractor Project Manager>>
Phone:	(XXX) XXX-XXXX	Phone:	(XXX) XXX-XXXX
Fax:	(916) XXX-XXXX	Fax:	(916) XXX-XXXX
Email:	<<Contact Name>>@<<Contractor>>	Email:	<<Contact Name>>@<<Contractor>>

Direct all Agreement inquiries to:

CalRecycle Contract Analyst

&lt;&lt;Contractor&gt;&gt;

## Contracts Unit

Attention:	Michael VanBaaren	Attention:	<<Contractor Contact Name>>
Address:	1001 I St., MS 19-A Sacramento, CA 95814	Address:	<<Contractor Street Address <<Contractor City, ST, zip>>
Phone:	(916) 341-6303	Phone:	(XXX) XXX-XXXX
Fax:	(916) 319-7167	Fax:	(XXX) XXX-XXXX
Email:	michael.vanbaaren@calrecycle.ca.gov	Email:	<<Contact Name>>@<<Contractor>>

## 3. Background

The Camp Fire has impacted Butte County. To date, it is estimated that over 14,700 parcels contained structures destroyed or damaged by the wildfire. These structures are mostly on private property that either require individual property owners to sign a Right of Entry form or will go through an abatement process for CalRecycle and its Contractors to perform this work. CalRecycle anticipates awarding three (3) separate Agreements to include approximately 14,000 residential and 700 commercial parcels that will cost a total of approximately \$1,700,000,000 (one billion, seven hundred million dollars) to clean up. CalRecycle anticipates awarding two (2) Agreements to perform work within the city limits of the Town of Paradise. Each Agreement will be for approximately 6,350 parcels and an estimated cost of \$750,000,000 each. A third Agreement to perform work outside the Town of Paradise will be for approximately 2,000 parcels and an estimated cost of \$200,000,000.

Project work shall commence no later than January 30, 2019. Debris removal work will be authorized Monday through Saturday from the hours of 0700 to 1800 or as directed by the Incident Management Team (IMT). Every fifth Saturday will be a non-working day and considered a safety stand-down day. CalRecycle requires each Contractor to mobilize a minimum of 2 (two) asbestos abatement crews and 1 (one) chimney tipping crew within 48 hours of receiving a Notice to Proceed and initial Work Order and 15 debris removal crews to the project site within 5 (five) days of receiving the Notice to Proceed and initial Work Order. The Contractors working in the Town of Paradise must have ability to increase by up to 135 debris removal crews (if necessary) for a potential total of 150 debris removal crews within 21 calendar days. The Contractor working outside the Town of Paradise must have ability to increase by up to 35 debris removal crews (if necessary) for a potential total of 50 debris removal crews within 21 calendar days. All additional crews will be authorized by the IMT and crews will be reduced only at the direction of the IMT. The

Contractors are advised that the asbestos site abatement task as described in the Debris Removal Operations Plan (DROP) is the first order of business in this Agreement and that for many sites, the remainder of the debris removal tasks cannot take place at a given property until after this task is completed.

If a Contractor fails to provide the minimum number of crews at the project site as noted below, CalRecycle reserves the right to immediately terminate the Agreement with that Contractor and contract with the next lowest bidder; CalRecycle can enter into agreements with both contractors or transition from one contractor to the next. CalRecycle also reserves the right to reduce the number of lots assigned to a Contractor if that Contractor fails to provide debris removal crews as required, instead assigning those lots to another existing Contractor or a new Contractor. CalRecycle also reserves the right to impose liquidated damages, per Clause 19 of Exhibit D, if a Contractor fails to provide debris removal crews as required. In the event that CalRecycle terminates an Agreement for cause, per clause 7 of Exhibit C, CalRecycle reserves the right to contract with the next lowest bidder.

Crew Number	Type	Response Timeframe
Two (2)	Asbestos abatement crews	Within 48 hours of NTP
One (1)	Chimney tipping crew	Within 48 hours of NTP
15	Debris removal crews	Within five (5) days
135 additional, 150 total	Debris removal crews (inside the town of Paradise)	Within 21 days
35 additional, 50 total	Debris removal crews (outside the town of Paradise)	Within 21 days

#### 4. Work to be Performed

The work to be performed in the Agreement primarily involves the removal and disposal of burned debris, burn ash, recyclable metals, concrete, and contaminated soil, recycling materials that can be recycled, as well as related support services, such as dust control, installation of erosion control, and the removal of hazard trees. Burned debris, burn ash, recyclable metals, concrete and contaminated soil will be handled separately, and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on fire debris removal projects, typical quantities of materials generated from a residential burn debris site are: 200 tons of burn ash, 10 tons of recyclable steel, 70 tons of recyclable concrete, and 70 tons of contaminated soil. The types and quantities of debris removed and disposed will vary depending on the type of disaster for which the debris removal team is being deployed.

The plan for the removal of materials will be more fully described in the Debris Removal Operations Plan (DROP), Version 1.0 with Project Specifications for Camp Incident in Butte County. A DROP template, for a debris removal project is included in Exhibit E, but the DROP is a living document and will be updated and revised as each project progresses. As the DROP is revised, the most recent version at the time will control work under this Agreement and work orders may reflect those revisions. Work will be performed at the direction of, and in cooperation with, the employees and agents of CalRecycle and the IMT, who will use the latest version of the DROP for direction and guidance.

All work will be conducted as determined by both CalRecycle's Health and Safety professional who will prepare a Community Health and Safety Plan and the Contractor's Health and Safety professional who will prepare a Health and Safety Plan for the Contractor's employees and sub-contractors.

All site personnel who are tasked to enter an exclusion zone and Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192. The site superintendents shall have appropriate experience to adequately perform the tasks outlined below.

### Division of Work

CalRecycle will distribute the work load by geographic areas between the contractors. Assignment of lots to specific Contractors and demands for specific numbers of crews from each Contractor shall be solely at the discretion of CalRecycle. CalRecycle reserves the right to assign lots based on operational needs, overall operational progress, specific experience of particular crews, or any other relevant operational details as determined by the IMT. It is not presently anticipated that CalRecycle will assign lots in the Town of Paradise to the Contractor awarded work Outside the Town of Paradise or vice versa, but CalRecycle reserves the right to do so by issuing a change order.

### 5. Tasks

All work under this Agreement shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications viewable at [http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html) that is in effect when the work is performed (and CalRecycle's "Modification To General Provisions From Department of Transportation Standard Specifications" document), the DROP, and in accordance with the plans, special provisions, and instructions included in Work Orders issued under the contract.

Through Work Orders, CalRecycle will direct the Contractor on where remediation work is to be performed and by what date it shall be completed.

- A. CalRecycle will have the option to dictate the number of asbestos and debris removal crews utilized at any given time. At its discretion, CalRecycle may require each Contractor to mobilize a minimum of two (2) asbestos abatement crews and one (1) chimney tipping crew within 48 hours of receiving a Notice to Proceed and initial Work Order and 15 debris removal crews to the project site within five (5) days of receiving the Notice to Proceed and initial Work Order and no Change Order or adjustment in price will be granted based on the number of debris removal crews utilized unless the number exceeds 150 or 50 as per the schedules below. The Contractors working in the Town of Paradise must have ability to increase by up to 135 debris removal crews (if necessary) for a potential total of 150 debris removal crews within 21 calendar days. The Contractor working outside the Town of Paradise must have ability to increase by up to 35 debris removal crews (if necessary) for a potential total of 50 debris removal crews within 21 calendar days. All additional crews will be authorized by the IMT and crews will be reduced only at the direction of the IMT. The Contractors shall provide crews as required by CalRecycle within the following timeframes:

Crew Number	Type	Response Timeframe
Two (2)	Asbestos abatement crews	Within 48 hours of NTP
One (1)	Chimney tipping crew	Within 48 hours of NTP
15	Debris removal crews	Within five (5) days
135 additional, 150 total	Debris removal crews (inside the town of Paradise)	Within 21 days
35 additional, 50 total	Debris removal crews (outside the town of Paradise)	Within 21 days

The Contractor shall complete remediation of all lots to the satisfaction of CalRecycle. Generally, this means that all debris materials have been removed, soil samples have been taken and tested as acceptable (soil sampling and approval will not be performed by the Contractor), hazard trees have been removed, and all erosion control has been installed. While the basic steps for taking a lot from how it exists after the disaster to completion are detailed in the DROP, the Contractor shall work under IMT direction and discretion on the details as to what is required to complete each residential lot cleanup. The Contractor should be aware that, for a post-fire debris cleanup, the soil sampling process can delay the completion of a lot; a delay of two weeks is not unusual.

## B. Work Orders

- 1) All work under this Agreement shall be performed through Work Orders issued to the Contractors by CalRecycle's Contract Manager. When the IMT determines the need for Contractor services under this Agreement, a Work Order will be issued by the Contract Manager. Work Orders will detail activities to be completed, a not to exceed cost, and provide a schedule for completion.
- 2) The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. The Contractor shall immediately notify the Contract Manager and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The CalRecycle Contract Manager will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by the CalRecycle Contract Manager, may not be considered for compensation.
- 3) CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from Work Orders, plans, and specifications, as deemed necessary or advisable by the Contract Manager. Any such changes will be set forth in an amended Work Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. An amended Work Order will not become effective until approved in writing by the Contract Manager.

Upon receipt of an approved amended Work Order, the Contractor shall proceed with the ordered work. Compensation for any change shall be as provided for in the amended Work Order. The Contractor will not be compensated for any work that exceeds that indicated in the Work Order, or that has not been authorized in writing by the Contract Manager.

- 4) If the Contractor becomes aware of changed site conditions, is directed to perform work outside the Scope of Work of this Agreement, or encounters any other situation where it believes an adjustment of costs from the Bid Schedule is justified, the Contractor must immediately notify the Contract Manager, and the IMT, of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager.

The Contract Manager, in consultation with the IMT, shall notify the Contractor whether to continue the affected work and issue a Change Order if adjustment to the Bid Schedule costs is

necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment.

- 5) A payment bond and performance bond will be required for each Work Order. The performance bond must unconditionally guarantee the Contractor's and its subcontractor's performance in all respects of the terms, conditions, and provisions of the Contract and the Work Order. In no event shall the Contractor or its subcontractors begin work under a Work Order until the Contractor provides complete and valid bonds to CalRecycle's Contract Manager.
- C. The work to be performed in the Debris Removal Contract may involve the primary work of the removal of burn ash (if applicable), recyclable metals, concrete, and contaminated soil from burned building areas, vegetative debris and other debris as well as related support services, such as dust control, soil and ash sampling (applicable to fire debris cleanup operations), installation of erosion control, community air monitoring (applicable to fire debris cleanup operations), and the removal of hazard trees. Burn ash (applicable to fire debris cleanup operations), recyclable metals, concrete, contaminated soil (if applicable), vegetative debris and other debris will be handled separately and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on similar projects, typical quantities of materials generated from a residential burn debris site are: 170 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 70 tons of contaminated soil.

The Contractor shall be responsible for coordinating with the IMT, CalRecycle's consultant, and providing information as required to document material quantities and the project costs allocable to each type of material by residential lot and/or per public right-of-way (whichever is applicable). The method, detail and adequacy of the material and cost tracking information by lot will be jointly developed by the IMT and CalRecycle's Consultant, with final approval of adequacy coming from the State.

- D. Overview of Operations: The Debris Removal and Recovery Services shall follow a systematic approach to removing debris from the property, as described in the DROP, with responsibilities of the Contractor noted below. The overall operations for Personal Property Debris Removal Operations (PPDRs) include:
- 1) Initial Site Reconnaissance (Performed by CalRecycle's Consultant)
    - i. Install address and project signs.
    - ii. Identify water and electrical sources.
    - iii. Identify equipment and material staging area.
    - iv. Identify disposal and recycling options.
  - 2) Individual Site Assessments (Performed by CalRecycle's Consultant)
    - i. Check for underground utilities by alerting Underground Service Alert (USA) for public right of way.
    - ii. Check for underground utilities by using an independent private utility locator service for private right-of-ways, if necessary.
    - iii. Identify septic tank and leach field locations on each property, if feasible.
    - iv. Identify water wells, springs, other water sources and water storage tanks on properties not serviced by the local water agency, if feasible.

- 3) Debris Removal (Performed through this contract)
  - i. Remove vehicles for recycling or disposal.
  - ii. Collect, consolidate, and remove metals for recycling.
  - iii. Collect, consolidate, and remove concrete for recycling.
  - iv. Collect, consolidate, and remove ash (if applicable), debris and soil (if applicable) for disposal.
  - v. Collect, consolidate, and remove hazardous trees for recycling or disposal.
  - vi. Finish grading/smoothing ground surface (if applicable).
- 4) Confirmation Sampling (Performed by CalRecycle's Consultant – if applicable)
  - i. If confirmation sampling, conducted by others, results exceed cleanup goals, another layer of soil will be removed through this contract for disposal and the site re-sampled.
  - ii. If results are less than cleanup goals, site will be prepared for final erosion control and certification.
- 5) Implement Erosion Control (Performed through this contract – if Contract Manager and IMT team determined applicable)
  - i. Implement storm water best management practices to control sediment runoff and promote vegetation from each remediated property. Erosion control will only be placed on the structural debris areas or areas disturbed by debris crews and not on the entire parcel.
- 6) Additional major items of work anticipated in this project include, but are not limited to:
  - i. Coordination of all Contractor resources;
  - ii. Establishing and ensuring traffic control plans; and
  - iii. Individual property Cost tracking and community Cost tracking.

- E. Additionally, the Contractor shall prepare a site specific health and safety plan for Contractor's and subcontractors' field staff in coordination with CalRecycle Health and Safety professional(s).
- F. The Contractor shall provide ongoing estimates of work to CalRecycle to inform CalRecycle's decisions on individual site debris removal crew and overall debris removal team efficiencies and overall costs to date.
- G. There may be a need for the Contractor to provide additional, presently unanticipated services in support of the Debris Cleanup Program, if requested by CalRecycle. Any additional services must be approved by the Contract Manager in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. This is the only mechanism by which the Contractor will be paid for any costs not included on the Bid Schedule. If the Contractor is directed to perform any additional, unanticipated work, the Contractor shall begin the Work Authorization process with the Contract Manager before commencing the additional work. The Contractor may not be compensated for additional work if this clause and the Work Authorization clause of Exhibit D are not adhered to. The additional work will be covered with a change order, the cost of which will be (unless otherwise determined by the Contract Manager) based on either a lowest responsive bid (of 2-3 bids) or on published CalTrans labor, equipment and/or materials rates.

6. Location of Services  
Services shall be provided in Butte County.

## 7. Control of Work

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:

- Work to be performed
- Rate and progress of the work
- Fulfillment of the services provided by the Contractor
- Compensation for services provided by the Contractor

The project Contract Manager shall be the only CalRecycle point of contact for contract, payment, and contractor performance issues as described in the following Control of Work section.

2. The Contractor shall designate a Project Manager who holds the following authority:

- Act as the Contractor's Representative for work to be provided under this Agreement; and
- Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required prior to the replacement being made.

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for completed work in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

Accounts Payable  
 Department of Resources Recycling and Recovery  
 Fiscal Services Branch  
 U.S. Postal Correspondence:  
 P.O. Box 4025, MS-19A  
 Sacramento, CA 95812-4025  
 Federal Express Correspondence:  
 1001 I Street, MS-19A  
 Sacramento, CA 95814

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Agreement Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

**2. BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

**3. PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).**4. TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.**5. COST BREAKDOWN:**

**<<INSERT IFB BID SCHEDULE HERE>>**

**6. PROGRESS PAYMENT AND PAYMENT WITHHOLD:** Progress Payments are permitted for tasks completed under this agreement as frequently as twice per month. The provisions for payment under this contract will be subject to a ten percent (10%) withholding per separate and distinct task. Any funds

withheld with regard to a particular task may be released upon completion of that task to the satisfaction of CalRecycle. For debris removal, the individual lots constitute separate and distinct tasks, and completion constitutes the lots being cleared and taken through the installation of erosion control measures per the Operations Plan, and acceptance as complete by CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.  
  
All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.
4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory

evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC. All information or data is subject to the Access to Records Clause, Clause G of Exhibit G.
7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
  - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.  
  
For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:  
  
"Prepared as part of CalRecycle contract number DRR18088, Total Contract Amount \$1, 400,000,000 pursuant to Government Code Section 7550."
10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at [www.calrecycle.ca.gov/Contracts/PubGuide/](http://www.calrecycle.ca.gov/Contracts/PubGuide/) and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as

provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.  
  
In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.
19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$10,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.
20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
21. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.

22. **PUBLICITY AND ACKNOWLEDGEMENT:** The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. **RECYCLED-CONTENT PRODUCT PURCHASING:** In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.calrecycle.ca.gov/RCP](http://www.calrecycle.ca.gov/RCP). If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.
- In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Contract Manager for the purpose of solving the dispute.
26. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed

by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

28. SUBCONTRACTING WITH LOCAL BUSINESSES:

- (a) To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages the Contractor to use local businesses to the extent practicable and economically feasible in the performance of this Agreement. If the Contractor is unable to secure sufficient local businesses, it is encouraged to utilize California-based businesses.
- (b) For the purposes of this section local business means a business which has its headquarters within Butte County.
- (c) During the performance of this Agreement the contractor agrees, if subcontractors are to be let, to take the following steps to promote the use of local businesses:
  - 1. Place qualified local businesses on solicitation lists.
  - 2. Assure local businesses are solicited whenever they are potential resources.
  - 3. Dividing total requirements and/or establishing delivery schedules whenever economically feasible into smaller tasks or quantities to permit participation by local businesses.

29. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

30. TERMINATION FOR CONVENIENCE: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

31. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

32. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials

used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

33. **WORK AUTHORIZATION:** If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manager will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
  - (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
  - (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
  - (d) Each work authorization will be numbered sequentially.
  - (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
    1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
    2. Augment the work authorization budget; or
    3. Authorize the Contractor to complete the work for the actual costs; or
    4. Terminate the work authorization.

STATE OF CALIFORNIA  
Department of Resources Recycling and Recovery (CalRecycle)  
CalRecycle 74C (Rev. 06/10 for Contracts)

## Recycled-Content Certification

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

**This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.**

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name

Signature

Company

Date

(See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter “N/A.” Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit [www.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/)

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

**EXHIBIT G****Required Contract Clauses for FEMA Public Assistance Program Contracts**

- A. Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)):** During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**C. Contract Work Hours and Safety Standards Act (Reference: 29 CFR 5.5(b)):**

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**D. Clean Air Act and Federal Water Pollution Control Act:**

**D.1-Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**D.2-Federal Water Pollution Control Act**

1. The contractor agrees to and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Suspension and Debarment**

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by CalRecycle. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, CalOES, and CalRecycle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**F. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

- G. Access to Records:** The following access to records requirements apply to this contract:
1. The Contractor agrees to provide the Department of Resources Recycling and Recovery, the Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

**H. DHS Seal, Logo, and Flags:**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**I. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**J. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**K. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract..

**L. Required Affirmative Steps to Assure Certain Firms Are Used (Reference: 2 CFR 200.321)**

During the performance of this contract, the contractor agrees, if subcontracts are to be let, to take the following affirmative steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. Procurement of Recovered Materials (Reference 2 CFR 200.322)**

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **Modification To General Provisions From Department Of Transportation Standard Specifications**

General Provisions shall be as indicated in the applicable portions of Sections 1 through 9 of the Standard Specifications except as modified herein. To extent that any term or subsection of the incorporated Standard Specifications is in conflict with ANY OTHER exhibit, term, condition, or requirement of the contract, the other contract language will control. For resolution of any inconsistencies or conflicts in language, the Standard Specifications (as modified herein), are absolutely last in the order of precedence.

References to State, the Department of Transportation, Director of Transportation, or other Department of Transportation personnel shall be interpreted to mean the Department of Resources Recycling and Recovery (CalRecycle), and corresponding Director, Engineer, staff, or other CalRecycle-designated representative respectively. Working titles having a masculine gender, such as “workman” and “journeyman” and the pronoun “he”, are utilized in the specifications for the sake of brevity, and intended to refer to persons of either gender.

### **SECTION 2 – BIDDING**

Delete Section 2 entirely.

### **SECTION 3 – CONTRACT AWARD AND EXECUTION**

Delete all subsections except 3-1.03

### **SECTION 4 - SCOPE OF WORK**

Amend the following subsections to read:

4-1.02 Intent of Plans and Specifications - Replace first sentence with the following: The intent of the Work Order is to prescribe the details for work planning and construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Agreement. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Agreement in a satisfactory and workmanlike manner.

4-1.05 Changes and Extra Work - Replace entire subsection with the following: If the Contractor becomes aware of changed site conditions, is directed to perform work outside the Scope of Work of this Agreement, or encounters any other situation where it believes an adjustment of costs from the Bid Schedule is justified, the Contract must immediately notify the Contract Manager of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager. The Contract Manager shall notify the Contractor whether to continue the affected work and issue a Change Order if adjustment to the Bid Schedule costs is necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal

amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment.

Delete subsection 4-1.07.

## **SECTION 5 - CONTROL OF WORK**

Amend the following subsections to read:

5-1.02 Contract Components - Replace entire subsection with the following: These General Conditions, the plans and specifications, the Work Plan, Work Orders, Special Provisions, Change Orders, and all supplementary documents are essential parts of the Agreement, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify CalRecycle staff of any condition or event that may interfere with completion of the work or which may require a modification of the Work Order. CalRecycle staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by CalRecycle staff, will not be considered for compensation.

Should it appear that the work to be done or any matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall request CalRecycle staff to provide such further explanations as may be necessary and shall conform to them as part of the Agreement. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to CalRecycle staff, whose decision thereon shall be final.

All work and material shall be in accordance with terms of the Work Order, Work Plan, this IFB and applicable sections of the Standard Specifications. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings. The precedence of contract documents shall be as follows:

1. Permits from other agencies as may be required by law;
2. Conditions of the Work Order;
3. Special provisions;
4. Project plans;
5. Standard plans; and
6. Standard Specifications.

Change Orders and Agreement amendments will take precedence over Items 2 through 6 above. If there is a conflict between the Agreement documents, the document highest in precedence shall control.

Delete subsections 5-1.09, 5-1.13B, and 5-1.43E.

**SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

Delete subsection 7-1.11.

**SECTION 8 – PROSECUTION AND PROGRESS**

Delete subsections 8-1.02 and 8-1.04.

**SECTION 9 – PAYMENT**

Delete subsections 9-1.07, 9-1.11, 9-1.16, 9-1.17, and 9-1.22.

## **Debris Removal Operations Plan (DROP)**

Attachment J is not included in this IFB. A sample DROP is available here:

<ftp://ftp.calrecycle.ca.gov/RetainedUpTo90Days/Carr%20Fire/>

**Disposal Site and Parcel Information**

At this time ALL material will be going to (Disposal site name and address-**TBD**):

Site operated by: **TBD**

**+Camp Parcel Information**

**TBD**

### California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### **CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

### Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

- 
- ☐ Cover Letter with contact information and statements as required in the IFB.
  - ☐ Organizational information and Personnel Information (Resumes)
  - ☐ Cost Bid Schedule (Attachment A.1-A.2)
  - ☐ Bidder Declaration *REQUIRED- Write zero on form if no participation.* (Attachment B)
  - ☐ Darfur Contracting Act Certification (Attachment D)
  - ☐ Copy of Required License(s) (Secretary of State)
  - ☐ Contractor Status Form (Attachment E)
  - ☐ Client References (Attachment F)
  - ☐ Compliance with Government Code Section 87100 (Attachment G)
  - ☐ Public Contract Code Section 10162 – Questionnaire (Attachment H)
  - ☐ Civil Rights Law Certification (Attachment L)
  - ☐ Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended) Certification
  - ☐ Injury and Illness Prevention Program (IIPP) and/or Health and Safety Plan (HSP)
- 

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- ☐ One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
  - ☐ One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
  - ☐ One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".
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The following forms are not required at the time of the submittal but are part of the draft Standard Agreement (Attachment I) and will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification (Attachment I)
  - ☐ Payee Data Record (Standard Form 204) available  
<http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
- 

The following document is not required to be submitted but must be adhered to by the successful Contractor during the contract period:

- ☐ Debris Removal Operations Plan SAMPLE (Attachment J)
  - ☐ List of Anticipated Parcels and Disposal Sites (Attachment K)
  - ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment C)
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***Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.***